

### REMARKS

Applicant respectfully requests reconsideration of the present application. Claims 1-70, 72-77 and 79-80 are pending. Claims 1, 26, 51, 70, 72, 74-76 and 80 have been amended. No new matter has been added. Claim 71 has been canceled without prejudice.

#### **Rejection under 35 U.S.C. § 101**

The Examiner rejected claim 75 under 35 U.S.C. § 101 because the claimed invention is directed to non-statutory subject matter.

Applicant respectfully submits that paragraph [0053] of Applicant's Specification has been amended accordingly by the previous response filed on May 30, 2008. Thus, Applicant respectfully requests withdrawal of the rejection of claim 75 under 35 U.S.C. § 101.

#### **Rejection under 35 U.S.C. § 102**

The Examiner rejected claims 1-82 under 35 U.S.C. § 102(b) as being anticipated by "JPEG 2000 Part 6 FCD 15444-6" of Buckley, et al. ("Buckley")

#### JPEG 2000 Part 6 FCD 15444-6 (Buckley)

Buckley is a standard document that describes a *file format* for a compound image (*i.e.*, the JPM file format). Buckley does not describe the *transmission* of a JPM file in that

Buckley is silent regarding *a format of a container for returned data* to be transmitted across a network in response to *multiple* requests for *multiple* portions of a *single* JPM file.

#### Standard of 35 U.S.C. § 102

For a prior art reference to anticipate, 35 U.S.C. § 102 requires that “*each and every* element as set forth in the claim is found ... in a *single* prior art reference.” In re Robertson, 169 F.3d 743, 745 (Fed. Cir. 1999).

#### Claims 1, 26 and 51

Claim 1 sets forth a *format of a container for returned data* in response to multiple requests for multiple portions of a JPM file across a network. Claim 1, as amended, includes “transmitting the JPM file in parts across the network in response to the plurality of requests, wherein *each of the parts* is a *legal JPM file*.” A ‘legal’ JPM file indicates a JPM file conforming to the normative grammar of the JPM file format as defined in the standard. Accordingly, in claim 1, each part must be packed as a legal JPM file that contains all required boxes, *i.e.*, JPEG 2000 signature, File Type, Compound Image Header, etc. (Page 18 of Buckley) No part of Buckley discloses or suggests such a format for returned data as required by claim 1.

The cited part by the Examiner (p. 73, par. 1, ln. 3-4, Buckley) explains how to reference sub-elements of a JPM file from a web page using URLs. However, URLs do not mandate, nor suggests, a format of a container, in which the sub-elements are to be transmitted; URLs merely links to a network place in which the sub-elements are stored.

Thus, establishing a link using URLs does not teach or suggest “transmitting the JPM file *in parts ...*, wherein *each of the parts is a legal JPM file*” as recited in claim 1.

Moreover, Buckley does not disclose or suggest the limitations, “... wherein transmitting the JPM file comprises: transmitting a first legal JPM file corresponding to a first request of the plurality of requests; and transmitting a second legal JPM file corresponding to a second request of the plurality of requests, the second legal JPM file referring to the first legal JPM file,” as recited in claim 1.

Buckley provides examples of use scenarios taking advantage of the JPM file format. In particular, the search result and next page examples (page 6, Section 5.2.1 Page Collections of Buckley) are provided for showing utilities of the Page Collection element in the JPM file format – how the Page Collection data structure can be used to implement the search and next page functionalities. However, the search result and next page examples do not teach or suggest “transmitting a first legal JPM file corresponding to a first request of the plurality of requests; and transmitting a second legal JPM file corresponding to a second request of the plurality of requests, the second legal JPM file referring to the first legal JPM file,” *while transmitting parts of a single JPM file as multiple legal JPM files across a network in response to multiple requests for portions of the JPM file*, as required by claim 1.

Thus, Buckley fails to anticipate each and every element set forth in claim 1. Therefore, Applicant respectfully requests the withdrawal of the rejection of claim 1 under 35 U.S.C. § 102 based on Buckley.

Claims 26 and 51 contain similar limitations as the limitations of claim 1. Therefore, at least for the reason stated above, Applicant respectfully requests the withdrawal of the rejection of claims 26 and 51 under 35 U.S.C. § 102 based on Buckley.

Claims 2-25, 27-50 and 52-69 depend, directly or indirectly, from claims 1, 26 and 51, respectively and thus, include the limitations set forth in their respective base claim. Therefore, at least for the reason discussed above, Applicant respectfully requests the withdrawal of the rejection of claims 2-25, 27-50 and 52-69 under 35 U.S.C. § 102 based on Buckley.

#### Claims 70, 74 and 75

Claim 70, as amended, includes, *"collecting boxes in the JPM file relevant to ... requests for portions of the JPM file; forming a new legal JPM file with the boxes that are relevant to the at least one request, including adjusting any references of the boxes to new locations in the new legal JPM file and eliminating pointers to external files."* Claim 70 also recites a format of a container for returned data to be transmitted across a network in response to multiple requests for portions of a single JPM file.

Buckley does not disclose or suggest such limitations. Annex G of Buckley states that a sub-element in a JPM file can be referred to in a URL. However, this does not

teach or suggest a format of a container for the sub-element to be transmitted through the link, as discussed above regarding claim 1. Indeed, a sub-element can be transmitted in various containers, and Buckley is silent regarding the containers. Similarly, the search and next page examples disclosed in Buckley does not suggest a format of a container for returned data to be transmitted, as discussed above regarding claim 1.

Annex F of Buckley does not disclose or suggest claim 70, either. The JPM file format supports distributed environments. A JPM file may have external references to multiple files distributed on networks. (Page 12 of Buckley) In particular, Annex F shows an alternative encoding of a JPM file making use of XML<sup>1</sup> grammar. However, this general description of Buckley stating that a JPM file can be produced by a web server in the form of an XML document does not suggest transmitting a requested portion of a single JPM file as *a new legal JPM file* created by “collecting boxes in a JPM file relevant to ... requests for portions of the JPM file; forming a new legal JPM file with the boxes ... relevant to the ... request,” as required by claim 70.

The cited part, page 13, paragraph 5 of Buckley, states, “when wholesale changes are made to the fragment table, then the fragment table pointer can be changed to point to a new, post-pended fragment table ..., and the old fragment table can be turned into a free box that can be recovered during a later garbage collection step on the file.”

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<sup>1</sup> EXtensible Markup Language

However, this merely describes the fragment table features of the JPM file format; it does not teach or suggest, *during forming the new legal JPM file with the boxes relevant to a request*, “adjusting any references of the boxes to new locations in the new legal JPM file and eliminating pointers to external files,” as recited in claim 70.

Thus, Buckley fails to anticipate each and every element set forth in claim 70. Therefore, Applicant respectfully requests withdrawal of the rejection of claim 70 under 35 U.S.C. § 102 based on Buckley.

Claims 72-73 depend from claim 70 and thus, include the limitations set forth in claim 70. Therefore, at least for the reason discussed above, Applicant respectfully requests the withdrawal of the rejection of claims 72-73 under 35 U.S.C. § 102 based on Buckley.

Claims 74 and 75 contain similar limitations as the limitations of claim 70. Therefore, at least for the reason stated above, Applicant respectfully requests the withdrawal of the rejection of claims 74 and 75 under 35 U.S.C. § 102 based on Buckley.

#### Claims 76 and 80

Claim 76, as amended, includes “transmitting the JPM file in parts across the network in response to the plurality of requests, *wherein each of the parts is a legal JPM file.*” Buckley does not disclose or suggest such limitations as discussed above regarding claim 1.

Furthermore, Buckley does not teach or suggest “filling in gaps in a *received legal JPM file* with newly-created free boxes,” as recited in claim 76. The cited part, page 63, paragraph 3 of Buckley, explains that a web server can produce alternative JPM files in the form of an XML document, making use of the XML grammar as discussed above regarding claim 70. Indeed, this does not teach or suggest “filling in gaps in a *received legal JPM file* (corresponding to a part of the JPM file having the requested portions) *with newly-created free boxes*,” as recited in claim 76.

Thus, Buckley fails to anticipate each and every element recited in claim 76. Therefore, Applicant respectfully requests withdrawal of the rejection of claim 76 under 35 U.S.C. § 102 based on Buckley.

Claims 77 and 79 depend from claim 76 and thus, include the limitations of claim 76. Therefore, at least for the reason stated above, Applicant respectfully requests withdrawal of the rejection of claims 77 and 79 under 35 U.S.C. § 102 based on Buckley.

Claim 80 contains similar limitations as the limitations of claim 76. Therefore, at least for the reason stated above, Applicant respectfully requests withdrawal of the rejection of claim 80 under 35 U.S.C. § 102 based on Buckley.


In view of the foregoing amendments and remarks, Applicants respectfully submit that the pending claims are in condition for allowance.

Please charge any shortages and credit any overages to Deposit Account No. 02-2666. Any necessary extension of time for response not already requested is hereby requested. Please charge any corresponding fee to Deposit Account No. 02-2666.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

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Michael J. Mallie  
Reg. No. 36,591

1279 Oakmead Parkway  
Sunnyvale, CA 94085-4040  
(408) 720-8300